

**JOINT POWERS AGREEMENT BETWEEN
THE CITY OF NEW HOPE AND THE METROPOLITAN COUNCIL
FOR MUTUAL AID AND EMERGENCY ASSISTANCE
WITH LAW ENFORCEMENT SERVICES**

Pursuant to Minnesota Statutes sections 471.59 and 473.407, this Joint Powers Agreement (“Agreement”) is made by and between the Metropolitan Council (“Council”), a public corporation and political subdivision under the laws of the State of Minnesota, on behalf of its Metropolitan Transit Police Department (“MTPD”), and the City of New Hope, Minnesota (“City”), a Minnesota municipal corporation, on behalf of its New Hope Police Department (“NHPD”).

RECITALS

1. Pursuant to Minnesota Statutes section 473.407, the Council established the MTPD to police its transit property and transit routes, to carry out investigations, and to make arrests. The jurisdiction of MTPD is limited to offenses relating to Council transit property, equipment, employees, and passengers and includes traffic lanes designed for bus or transit use, freeway or expressway shoulders in the seven-county metropolitan area used by authorized transit buses and Metro Mobility buses, and high-occupancy vehicle lanes used by transit buses.

2. In addition, MTPD is authorized to exercise general law enforcement agency authority to assist any law enforcement agency in implementing or carrying out law enforcement activities, programs, or initiatives upon request from, or under an agreement with, any law enforcement agency and subject to the availability of MTPD’s personnel and other resources.

3. Pursuant to Minnesota Statutes section 412.221, subdivision 32, the City has created a police department to provide for the government and good order of the City, the suppression of vice and immorality, the prevention of crime, the protection of public and private property, the benefit of residence, trade, and commerce, and the promotion of health, safety, order, convenience, and the general welfare within the geographical boundaries of the City. NHPD officers are also authorized transit representatives pursuant to Minnesota Statutes section 609.855, subd. 6(g).

4. The parties acknowledge that NHPD has primary law enforcement jurisdiction within the City, and that both police departments have concurrent jurisdiction over transit property and transit routes within the City.

5. The City is authorized to enter into this Agreement pursuant to City Resolution No. XX-XXX, approved on [Date]. The Council is authorized to enter into this Agreement pursuant to Business Item No. 2023-XX approved on [Date].

6. The City and Council desire to assist each other in providing police services and emergency police services in the City as permitted in Minnesota Statutes Chapter 12.

NOW, THEREFORE, in consideration of the terms and conditions expressed in this Agreement, the City and the Council agree as follows:

AGREEMENT

A. Law Enforcement Assistance

1. MTPD may engage in general law enforcement activities, including foot patrol, in the City related to MTPD's jurisdiction. This includes arrest authority pursuant to Minnesota Statutes Chapter 629 and City Ordinances.
2. MTPD may exercise general law enforcement agency authority with permission of NHPD or when assisting NHPD in implementing or carrying out NHPD law enforcement activities, programs, or initiatives.
3. If there is a crowd-control situation occurring on or near Metro Transit property within the City, NHPD and MTPD shall have joint command of the response.
4. If there is a suspicious package or item situation occurring on or near Metro Transit property within the City, MTPD shall coordinate the appropriate response with the NHPD.
5. If an incident occurs in the City that requires a specialized response unit, such as Special Weapons and Tactics ("SWAT"), NHPD's emergency response unit will be activated and take the lead. These types of incidents include, but are not limited to barricaded suspects, hostage incidents, active shooters, or any bomb or explosive device related call.

B. Arrests and Investigations

1. Pursuant to Minnesota Statutes section 473.407, subd. 2, the initial processing of a person arrested by MTPD for an offense within the agency's jurisdiction is the responsibility of MTPD unless otherwise directed by NHPD.
2. Persons arrested for violations which MTPD determine are not within its jurisdiction will be referred to the appropriate local law enforcement agency for further investigation or disposition.
3. Each law enforcement agency will process persons arrested under their own Originating Agency Identifier number.
4. MTPD will conduct all investigations relating to the damage or theft of Metro Transit property, including transit facilities, equipment, or any other property owned or used by Metro Transit.
5. Crimes committed on Metro Transit conveyances or in and about Metro Transit rail platforms, facilities, and other property shall be investigated by MTPD unless MTPD requests assistance.

6. All other crimes related to MTPD jurisdiction shall be investigated by mutual agreement.
7. At the request of NHPD, MTPD may assist in a subsequent investigation being carried out by NHPD.
8. NHPD crime scene technicians or other forensic personnel will be utilized when necessary to document or investigate any incident requiring extensive forensic investigation. The Bureau of Criminal Apprehension shall be the primary investigating agency in Critical Incident cases involving only MTPD officers, unless MTPD requests NHPD to assume responsibility. NHPD shall be the primary investigatory agency in all other Critical Incident cases, unless NHPD refers the investigation to another jurisdiction.
9. After initiating an investigation, either law enforcement agency may turn over cases to the other agency for investigation that fall within that agency's statutory jurisdiction by mutual agreement.
10. Evidence collected in investigations will be inventoried and retained by the investigating agency. In cases where an investigation is transferred to the other agency, all evidence will be turned over to that agency. Data from body-worn cameras will be retained by the law enforcement agency that issued the body-worn camera.
11. NHPD requests for MTPD video data will be submitted to the Real Time Information Center Unit at michael.leubner@transitpd.org or such other address as MTPD may specify in writing.
12. Both agencies will rely on their own reporting system for the completion of reports. Officers will exchange case numbers to aid in follow-up to reported incidents.
13. NHPD will provide MTPD with data on calls for service and reportable crime on Metro Transit conveyances on at least a yearly basis.

C. Communication

1. Transit related 911 calls received at the Council Transit Control Center ("TCC") will be coordinated as follows:
 - a. MTPD will be dispatched on emergency or in-progress calls. Immediately after this step, TCC may contact NHPD dispatch for a NHPD response. In most cases, these calls will be the responsibility of MTPD.
 - b. Non-emergency calls received by TCC will be dispatched to MTPD. Responding officers may request assistance from the NHPD.
2. Transit related 911 calls received at NHPD dispatch center will be coordinated as follows:

a. NHPD will immediately contact TCC for MTPD coordination and assist as requested. In most cases, these calls will be the responsibility of MTPD.

b. Non-emergency calls received by NHPD dispatch will be transferred to TCC. MTPD will respond to and handle these calls.

3. TCC is a secondary Public Safety Answering Point (“PSAP”). As a secondary PSAP, TCC does not directly receive 911 calls. In addition to TCC, the Council operates the Rail Control Center (“RCC”). All communications should be routed through TCC as it is the secondary PSAP.

4. Both agencies are members of the ARMER Radio System and have many coordination talk groups they can access. At any time, inter-agency communication can occur using the system. The agencies’ respective dispatch centers will coordinate this connection as needed.

5. Both agencies will share information on events or activities that may require additional officers or resources (e.g. large transit events or special events that involve transit).

D. Deconfliction

1. NHPD will notify MTPD of any of any plain clothes or undercover operations on Metro Transit conveyances, or in or around Metro Transit bus stops, rail platforms, facilities, and other property prior to deployment. MTPD will notify NHPD of any plain clothes or undercover operations on Metro Transit conveyances, or in or around Metro Transit bus stops, rail platforms, facilities, and other property in the City prior to deployment.

2. MTPD will advise NHPD of the results of any proactive investigations, including, but not limited to, terrorism, vice, narcotics, gangs, and gun cases in which MTPD is the lead agency. In cases stemming from joint operations such as the Joint Terrorism Task Force, MTPD will follow the lead of the primary law enforcement agency running the investigation or operation.

E. Forfeiture

1. The City and the appropriate prosecuting authority will process any forfeiture resulting from seizures initiated by MTPD within the City. Any proceeds will be divided according to Minnesota Statutes. The law enforcement share will go to the City.

F. Emergency Assistance

1. A party may request assistance (a “Requesting Party”) from the other party (a “Providing Party”) to respond to an emergency (“Emergency Assistance”). The Requesting Party shall make a request for Emergency Assistance to a Providing Party by contacting the Chief of Police or their designee. Requests may either be verbal or in writing. Any verbal request will be followed by a written request as soon as practical or within such period of time as provided by law.
2. Requests and responses to requests for Emergency Assistance under this Agreement are limited to law enforcement personnel assistance services, equipment, supplies, and related resources.
3. In response to a request for Emergency Assistance under this Agreement, a Providing Party may authorize and direct personnel to provide aid to a Requesting Party. The Providing Party shall provide personnel who possess the required qualifications along with the equipment and supplies of the Providing Party to a Requesting Party at the discretion of the Providing Party within the scope of aid deemed necessary by a Requesting Party or the Incident Commander.
4. Each party shall be responsible for damages to, or loss of, its own equipment used to respond to an emergency or provide Emergency Assistance under this Agreement. Each party waives the right to sue the other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of the other party or its officers, employees, or volunteers.
5. A party’s decision to provide Emergency Assistance is subject to the following conditions:
 - a. Any party may withhold resources to the extent necessary to provide reasonable protection and services within its own jurisdiction.
 - b. Any Providing Party may recall Emergency Assistance at any time in the best interests of that party.
 - c. Emergency response personnel of a Providing Party shall follow the policies and procedures of the Providing Party and will be under the Providing Party’s command and control but will follow the operational direction of the Incident Commander and be subject to the incident management system of the Requesting Party.
 - d. Assets and equipment of a Providing Party shall remain under the control of the Providing Party but shall be under the operational control of the Incident Commander within the incident management system of the Requesting Party.
6. The Requesting Party and any Providing Party will each be responsible for its own costs and compensation for any Emergency Assistance that may occur during the term of the Agreement except as set forth below.

a. Unless the Emergency Assistance is eligible for reimbursement, a Providing Party shall be responsible for the costs and compensation of its personnel, equipment, and supplies. A Providing Party shall make no demand to a Requesting Party for the reimbursement of the costs or expenses of the Providing Party for Assistance rendered pursuant to this Agreement. For an emergency that is eligible for reimbursement of costs, the labor force expenses of a Providing Party will be treated as contract labor, with costs of all wages, including overtime and fringe benefits, eligible for reimbursement.

b. Notwithstanding the above paragraphs in this Section, a Requesting Party may reimburse a Providing Party that has provided Emergency Assistance pursuant to this Agreement. A Requesting Party that is willing to reimburse a Providing Party for Emergency Assistance rendered under the terms of this Agreement, may do so after receipt of an itemized bill from the Providing Party for the actual cost of any Emergency Assistance provided. The charges for Emergency Assistance provided pursuant to this Agreement will be based upon the actual costs incurred by the Providing Party, including salaries or wages, overtime, materials, supplies, and other necessary expenses, except that the parties agree that the Federal Emergency Management Agency equipment rates will be used as the basis for equipment charges whenever possible.

c. If a local, State, or Federal emergency is declared, a Requesting Party may reimburse a Providing Party for Emergency Assistance rendered under the terms of this Agreement. Any Providing Party will submit to a Requesting Party an itemized bill for the actual cost of any Assistance provided as described above. A Requesting Party is responsible to take all steps it deems necessary to seek reimbursement from the United States of America, the State of Minnesota, or other sources, to the extent that such reimbursement is available, for expenses it incurs for services provided pursuant to this Agreement. Should funding become available, a Requesting Party may reimburse a Providing Party to the extent possible under the terms of this Agreement. Any claims for reimbursement by a Providing Party must be made to a Requesting Party within 90 days after the expense is sustained or incurred.

d. In the case of an emergency for which a Requesting Party will seek reimbursement of costs from the Federal Emergency Management Agency ("FEMA") or the State of Minnesota, a Requesting Party shall make the request for Emergency Assistance to the Providing Party and the Incident Commander shall monitor and oversee the documentation of the performance of emergency work and the documentation of reasonable and reimbursable costs of a Providing Party in accordance with the FEMA Disaster Assistance Policy and will disburse the Federal share of funds owed to a Providing Party.

G. Term of Agreement and Termination

1. This Agreement remains in force and effect from the Effective Date until February 16, 2028.

2. Notwithstanding any other provision to the contrary, each party may terminate this Agreement, with or without cause, upon 30 days' written notice to the other party.

H. Liability

1. When providing Emergency Assistance:

a. For purposes of the Minnesota Municipal Tort Liability Act (Minnesota Statutes, Chapter 466), the employees and officers of a Providing Party are deemed to be employees (as defined in Minnesota Statutes, section 466.01, subdivision 6 of a Requesting Party.

b. A Requesting Party agrees to defend and indemnify a Providing Party against any claims brought or actions filed against a Providing Party or any officer, employee, or volunteer of a Providing Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of Emergency Assistance in responding to a request for Emergency Assistance by the Requesting Party pursuant to this Agreement.

c. The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Providing Party for claims arising within a Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

d. No party to this Agreement nor any officer of any party shall be liable to any other party or to any other person for failure of any party to furnish Emergency Assistance to the other party, or for recalling Emergency Assistance.

e. A Providing Party shall not be responsible for any injuries, damages, or losses arising from the acts or omissions of personnel of a Requesting Party and its officers, employees, agents, and assigns.

2. In all other circumstances, each party agrees that it will be responsible for its own acts and omissions and the results thereof, to the extent authorized by the law, and shall not be responsible for the acts and omissions of the other party and the results thereof.

3. Nothing in this Agreement shall be construed as a limitation or waiver of any immunities, defenses, or other limitations on liability to which the parties are entitled by law. The provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466, and other applicable laws govern liability of the parties. In the event of any claims or actions filed against any party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. For purposes of determining total liability for damages, the parties are considered a single governmental unit pursuant to Minnesota Statutes section 471.59, subd. 1a.

I. General Terms

1. **Compensation for Assistance.** Each party will be responsible for its own costs and compensation for any assistance that may be provided under the terms of this Agreement except as otherwise stated under the Emergency Assistance section.
2. **Amendments.** No amendments may be made to this Agreement except in writing and approved by the City Council and the Metropolitan Council.
3. **Workers' Compensation.** Each party shall be responsible for injuries or death to its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing services pursuant to this Agreement. Each party, and where applicable its insurer, waives the right to sue any other party for workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries or death were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.
4. **Compliance with Laws.** The parties shall exercise due professional care to comply with applicable federal, state, and local laws, rules, ordinances, and regulations.
5. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Ramsey County, Minnesota, and the parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
6. **Data Practices Act and CJIS Compliance.** The parties agree to comply with the Minnesota Government Data Practice Act, 28 C.F.R. Part 20, and the FBI CJIS Security Policy with respect to the collection, maintenance, storage, dissemination, use, and protection of law enforcement data and criminal history/criminal justice information. The parties agree not to release data except as authorized by law. These obligations survive the termination of this Agreement. Pursuant to Minnesota Statutes section 13.72, subd. 20, all data on Metro Transit customers collected by the Council through its personalized web services or the regional fare collection system is "private data" on transit customers. This classification does not prevent the exchange of information between the MTPD and the NHPD allowed under Minnesota Statutes section 13.82, subd. 24.
7. **Notice.** Any notice in connection with this Agreement will be in writing and delivered by (a) personal delivery, (b) an overnight express courier, (c) confirmed e-mail, or (d) certified or registered mail, postage prepaid and return receipt requested. Notices will be deemed to be effective upon personal delivery, 1 day after deposit with an overnight express courier, 5 days after deposit in the mail, or upon confirmation of receipt of e-mail. Notices will be sent to a party at its address set forth below or such other address as that party may specify in writing pursuant to this section:

NHPD:
Chief of Police or his/her designee
ADDRESS
EMAIL

MTPD:
Chief Ernest Morales III
560 6th Avenue North
Minneapolis, MN 55411
ernest.morales@transitpd.org

8. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.

9. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.

10. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

11. **Counterparts and Electronic Communication.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format (“pdf”) and signatures appearing on electronic mail instruments shall be treated as original signatures.

12. **Effective Date.** The Agreement will become effective on the date the last party signs it.

IN WITNESS WHEREOF, the City and the Council have caused this Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

CITY OF NEW HOPE, MINNESOTA

DATED: _____ BY: _____
Its: Mayor

DATED: _____ BY: _____
Its: City Manager

DATED: _____ BY: _____
Its: Chief of Police

Reviewed and approved by the City Attorney.

METROPOLITAN COUNCIL

DATED: _____
Its: Regional Administrator

BY: _____
Ryan O'Connor

DATED: _____
Its: Chief of Police

BY: _____
Ernest Morales III

DRAFT